

A N D

U S Equal Employment Opportunity Commission, Office Of Federal Operations

Allen Bedynek Stumm,  
Plaintiff,

v

Robert L. Wilkie, Jr., Secretary, DVA,  
Defendant, et al.

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12cv57wmc

Petition For  
Enforcement -

PETER OPPEWEE  
CLERK US DISTRICT COURT  
WD OF WI  
2008 810 200410 2678

Appeal - 0720060054

Comp. Trkg - 0620080335

### Appeal Objections To Suppression Of Evidence

#### I N T R O D U C T I O N

Whereas referenced plaintiff (pltf) has received Order of 23 August 2018 (27 Aug 2018) denying pltf's Motion for Reconsideration (Dkt# 49), material to FRCP 59, whereas the defendant's and the EEOC, misrepresented, or were effected by, To wit., the Court, evidence as will cause pltf to suffer manifest injustices and denial of due process of law. The pltf evidenced 10 refusals for pro bono counsel, To wit., over three times the requisite diligence to overcome fraudulent offers which continue to be considered by the Court, et al., "--his statement in a letter to the Department that he would accept the GS 11 positions, with a number of conditions attached--was made in response to an earlier offer by the Department of a GS 9 position." Bedynek Stumm EEOC Decision No. 0120111340, 2011 WL 2596958, at \*2." Court, p. 2, 6-9, and 9-11, In response to the Department's later, actual offer of a GS 11 position, plaintiff had by then moved the target, asserting his entitlement to a GS 12 position." Id at \*3. (23 August 2018). The GS 9 offer was a consummate fraud as determined by Lillette Turner, Office of Resolution Mgt., To wit., "Accordingly, the Agency's offer of employment should have indicated that your current grade would be GS 11, Step 4. While the Agency's first two offers of employment failed to comply with the OFO Order...on August 1, 2008, the Agency issued another offer to employment containing the correct hire date and current grade." Pet. for Enforcement, Aug 15, 2008. p. 4, 23-28.

The Local Veterans Agency (LVA) offered the GS 11, Step 4, received by pltf on 20 Aug 2008; on 19 Aug 2008, whereas the pltf duly returned its Form within the 14 day answer, accepting the GS 11 offer. It was noticed that the date of employment should have begun on the first of the month and was thusly considered also deficient pursuant to Office of Personnel Mgt.



regulations. The LVA offer further deficiently stated (May 12, 2008) ("You will be eligible for a within grade increase to the GS 9, step 5 on May 4, 2009"), whereas pltf would be eligible for the step 5 on 1 May 2006.

Whereas, the Court alleges pltf "...moved the target, asserting his entitlement to a GS 12 position." Id at \*3, material to pltf's accoladed interview experiences and achievements, it is not unreasonable to notice, that, had pltf been employed during these 15 years, and (had received a GS 11 promotion-offer) that, the General Schedule ends with step 10, pltf could have been expected to be within reach of a GS 12 grade level. The Court should have realized pltf's records of the GS 11 offer and pltf's earlier letter of 18 April 2008, the LVA's Form of 20 Aug 2008, material evidence of pltf's documented GS 11 matters.

The pltf is not obligated to respond to deficient offers or restrained from objecting to fraud, as substantiated by Turner, op cit., whereas, the LVA was deliberately seeking to entrap pltf within offers, which would be irrevocable and defraud pltf of thousands of dollars in salary.

The Court, et al., should have noticed, that, the offer of 19 April 2008, began an entire years-arrearaging, To wit., attempting to begin pltf's work in 2005 and not 2004, pursuant to the younger, females (Conway) 2004 entry.

Pltf has throughout these matters allegations of bias, process violations, fraud, irregularities of procedures before all parties, and blatant denial of due process of law material to submittals of defective matters by Blader, To wit, the GS 9 offer was defective and cannot be considered viable as would deprive pltf of material evidence in opposition to said deficiencies, whereas, pltf duly documented an acceptance of a GS 11 matter, specifically whereas, the defective offer did not contain the requisite promotion as later contained within the third, also deficient, contract date-validities.

#### D I S C U S S I O N

1) Pltf has been deprived of pro bono counsel, but has substantial evidence, knowledge, & information, to form beliefs as to the factual documents entered, To wit., parties, all, have acknowledged that pltf has extant evidentiary of a) submitting an 18 April 2008 GS 11 letter to Vern Best, OFO, EEOC, et al., and b) presented a 20 August 2008 from the LVA, both matters attesting to acceptance of GS 11 offers, To wit., all available, i.e., parties received these documents, and even opposing-acknowledged, the 18 April 2008 letter as received by Frausto, of the LVA, HR, with Best copied.

2) The extant evidence presented by the Pltf has been suppressed to the injuries of the pltf, and without counsel, doomed pltf's prevailings.



3) The Court, et al., recognized early on that the intricacies of this case and applications of favorable laws, i.a., were beyond the acumen of the pltf. Counsels, i.e., 10; refused to assist, whereas one was completely nonplussed that the US Treasury check issued in my identities was stolen and that the Court would not provide the requested Discovery resources.

4) At the time of Turner's, op cit., determination that, two offers had been deficient, To wit., 15 Aug 2008; the pltf had not yet received the 19 Aug 2008 offer from the LVA, and whereas pltf provided parties with the LVA Form of 20 Aug 2008, Turner, et al., were not provided access to this Form and pltf's positive response.

5) As consequences of the non-receipt of the LVA Form re: GS 11 offer, pltf suffered admission of favorable evidence and was overwhelmed by the litigative obstacles to prevail these matters, particularly whereas, the matters had to be entered at the Court levels, and the EEOC, OFO; then removed from the case causing pltf to lose the OFO's jurisdiction, i.a.

6) Under Rules of Evidence, the pltf believes that, the GS 9 offer the Court referred as dismissive of pltf's evidence; pltf could not act upon misrepresented, fraudulent, or otherwise invalid offers (s. Turner's findings as to the "...two offers of employment FAILED to comply with the OFO Order." (1 Aug 2008), whereas Turner also found that, pltf advanced to the GS 11 Grade, which promotion was not contained in the deficient second offer.

7) Despite the Court's entry of deficient evidence to dismiss matters, pltf cannot be penalized for non-responding to an obviously deficient offer, To wit., so defective that Turner apparently recognized the blatant errors.

8) Under Rules of Evidence, pltf has formed substantial beliefs that, the evidentiary responses entered, To wit., the 18 April 2008 letter to Best, et al., and the LVA Form of 20 Aug 2008, are irrefutable evidence of fact, & must be validated by the Court, the EEOC, OFO, et al.; as extant documentations that pltf duly responded, in writing in both events, to the GS 11 matters.

9) Material to the arguendoes by the Court and the defendants, pltf has submitted these documents in timely-processes, official recipients, & all parties possess the Best letter of 18 April 2008 and the LVA 20 Aug 2008 Form provided with an attached letter from the LVA, HR; Office (Small).

10) These documents attest of factual evidence or evidence of fact and are extant matters favoring pltf's GS 11 acceptances, i.a., such undisputable evidence cannot be disregarded, To wit., the GS 9 deficiencies cannot nullify the GS 11 offer the LVA hastily-submitted pursuant to Turner's absolute-rejection of the Agency's "...first two offers of employment failed to comply with the OFO Order...."

11) Material to the pltf's responses and facts of evidence, it is inconceivable under Law, i.a., that substantial extant evidence can be covered-up by



arguendoes fo whatever source,specifically whereas,the second offer deliberately omitted the GS 11 promotion to defraud pltf of an earned promotion and commensurate salaries,

Turner, et al.,found, unequivocally that,the GS 11 promotion was valid, and the LVA confirmed same,To wit.,it is believed that Vern Best,EEOC,OFO, also agreed with the ORM's findings or the OFO would have responded.

12) The second offer was to correct the machinations to defraud pltf of an acceptable contract to begin on the actual date of employment had overt discrimination not occurred, as attempted by the first offer,To wit.,to being pltf's contract an entire year,To wit.,2005; in arrears of the year, 2004;the younger,female (Conway) began at the lowest entry level,GS 7.

13) Pltf's experiences and academic achievements,and accoladed interview evidence, warranted pltf to be awarded beginning at the GS 9, of 3 Grade levels,To wit.,7-9-11. Conway had no applicable experiences, whatsoever.

In evidentiary fact per No. 13 is that pltf could have been expected to advance-commensurately-with this placement,To wit.,GS 9 to promotion of GS 11;to GS 12,whereas pltf had qualified for other positions at the GS 13 Grade level,To wit.,US Dept of Education,Washington,DC. To scoff at pltf's aspirations to advance to beyond the GS 11 Grade, is to denigrate the interviewers documentations that,pltf "Strengths: He's a long term counselor that has a solid background. Very solid man & background. Team Fit: Hasaa lot of strength." Interviewers (Cook/Diets) IF Tab 6,7,10-38.

14) Pltf has unquestionably been denied due process of law,To wit.,all favorable evidence was not given appropriate consideration,To wit.,even confirmations of Turner's findings warranting GS 11 promotion, which was irrefutably acknowledging pltf's pending LVA responses, whereas Turner had advanced processes at hadn, not yet available to pltf for acceptances of the GS 11 offer,To wit.,Turner had the Best letter,but was remiss to pltf's irrevocable harms. Pltf raised this awareness,but was unrepresented .

#### M A T T E R S O F R E L I E F

- 1) The EEOC,OFO, and the Court, need to revisit the matters of evidence of extant fact, whereas the pltf accepted,several times & formats over, the GS 11 offer of employment,To wit.,two extant documents attesting exist,
- 2) and, reinstate the GS 11 offer effective upon acceptance by the pltf, now in 2018, whereas,
- 3) there is no absolute evidence,anywhere, with any parties, that pltf refused the GS 11 offer of 19 Aug 2008,with the LVA Form of 20 Aug 2008 as extant evidence of fact,i.a.,and,
- 4) make whole the pltf with commensurate employment,whereas the Court scoffed that pltf's anticipated advancement to the GS 12 grade was somehow



erroneous, To wit., pltf apprises Court, et al., that the VA is understaffed by some 16K Counselors, and that pltf would have exceeded the Step 10 level of the General Schedule in 2014. (Pltf withdraws any indignations to the Court, et al., but has been deeply wounded by the manifest injustices suffered as resultant of deprivations of due process of law, To wit., suppression of all favorable evidence buttressing pltf's arguments of fact, i.a.).

5) Pltf justifiably objects to the manifest deprivations of said due process and travesties of suffering suppression of evidence, particularly as process pursuing counsel (10 documentations to the Court beyond requisite 3-4).

6) Pltf addresses the manifest injustices of erroneous applications of law, including the denial of incontrovertible evidence accepted by Turner (op cit) of defective offer (GS 9, 2nd), and pltf's extant GS 11 documents to all parties; as obstructed unlawfully pltf from prevailing all facts in evidence, i.a., material or otherwise, as determines GS 11 employment as residing within said evidentiary matters of record to all parties, specifically the Brief with the documents of the LVA's Form of 20 Aug 2008, the pltf's letter re: 18 April 2008 to Best, OFO, and these matters which undeniably evidences that pltf has been denied material due process of law, and has suffered unlawful consequences thereto.

7) Pltf claims denials of due process of law and subsequent, with consequential manifest injustices, as caused pltf, in the absence of counsel, who presumably would have been competent to present before the Court, et al., these obstructive barriers pltf could not prevail.

8) The EEOC, OFO, is requested to re-open these matters whereas, pltf has not been heard, fairly or equally, and believes wrongful harms have occurred as documented herewith, To wit., supporting evidences have been provided Vern Best, EEOC, OFO; with the Brief to the Court of 17 Mar 2018 and 24 January 2018, which included the fraudulent Calculations of pltf's "Retro Pay Calculation" (LVA, Finance Ofc) and Frausto's letter per Amy Small, To wit., responded by pltf for GS 11 offer, 20 Aug 2018.

9) Despite parties' arguments, there are no evidences of fact pltf refused any GS 11 offer, no absolute attestations thereto. Court, et al; protected data, To wit., electronic and other secured files, prove, that,

10) There are two extant documents of 18 April 2008 and LVA Form of 20 Aug 2008 previously entered into Court, et al., records/archives, however as perpetual facts in evidence confirming pltf's testaments.

cc ✓ US District Court; Vern Best, EEOC, OFO;

Blader, USDOJ; et al., as requisite.  
Per First Class Mails to parties, this

4<sup>th</sup> day of August/September 2018

Respectfully,

/s/Allen Bedynek Stumm

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